

SAMSUNG AUSTRALIA PRICE PROMISE

TERMS AND CONDITIONS

Eligibility

1. To be eligible for the Price Promise Policy ("**Offer**") you must be a resident (aged 18+) of Australia (the "**Territory**").
2. Employees or agents of Samsung or anyone professionally connected to the Offer are not eligible to enter.
3. The Offer is only available to consumers (e.g. not to any business or reseller) (**Participants**). Retailers, distributors, resellers and any person who purchases an Eligible Product (defined below) for resale or otherwise not as the user of the Eligible Product, may not participate in this Offer and are specifically excluded.

Offer

4. Participants who purchase, during the Offer Period (as defined below) any new Samsung Product from Samsung.com/au (each an "**Eligible Product**") and within 14 days subsequently find the same product for sale online at a lower price by an **Eligible Retailer** as defined in Table 1 ("**Lower Priced Product**") will be eligible to claim back an amount ("**Refund**") equal to the difference between the advertised purchase price (see Conditions below) of the Eligible Product and the advertised price online by the Eligible Retailer of the Lower Priced Product.
5. Participants who have used Trade In or Trade-Up in order to lower the actual price paid on their purchased Eligible Products are eligible to take part in the Offer and receive a Refund equivalent to the difference between the respective advertised prices, i.e. the Trade in or Trade-up discount will not be taken into account.
6. For the avoidance of doubt, purchases from any marketplace are specifically excluded from this Offer.
7. To qualify for a Refund, the Lower Priced Product found at an Eligible Retailer must meet the following conditions at the time of Claim (and in any instance shall be applicable within fourteen (14) days of the date of purchase):
 - i. The Lower Priced Product must be advertised and offered by an Eligible Retailer to purchase at a lower price that is publicly available on the Eligible Retailer's Australian website URL (e.g. www.retailer.com.au), found at Table 1. Purchases from call centres are excluded;
 - ii. The Lower Priced Product offered must be currently in stock and available to order and pay for dispatch or collection (i.e. available to 'add to cart');
 - iii. The SKU of the Lower Priced Product must be an Australian product and identical in terms of make, model, size or colour to the original purchased Eligible Product from Samsung.com/au;
 - iv. The Lower Priced Product offered must be brand new, unmodified, and in original packaging. Refurbished, reconditioned, used, damaged, returned, modified, open

box, demonstrator or otherwise not in the same condition products (including their packaging) are excluded from the Offer;

- v. Lower Priced Products available at a lower price due to loyalty/employment programmes, cashback promotions or schemes, bundle pricing, voucher codes, trade in promotions, network/data/monthly contracts or other collective deals are excluded from the Offer;
- vi. The Lower Priced Product must not be a pricing error by the Eligible Retailer;
- vii. The Participant must be able to show reasonable supporting evidence of the above.

Table 1: Eligible Retailers

Eligible Retailers	URL
JB HiFi	www.jbhifi.com.au
Harvey Norman	www.harveynorman.com.au
Bing Lee	www.binglee.com.au
The Good Guys	www.thegoodguys.com.au
Officeworks	www.officeworks.com.au
Betta	www.betta.com.au
Retravisio	www.retravisio.com.au
Appliances Online	www.appliancesonline.com.au
Target	www.target.com.au
Big W	www.bigw.com.au
David Jones	www.davidjones.com
Myer	www.myer.com.au

Claims

- 8. To claim, Participants must visit <http://www.samsung.com/au/price-promise/> within 14 days of purchasing an Eligible Product, complete the claim form correctly with the requested information, including order details for the Eligible Product and a screenshot of the Eligible Retailer's advertisement of the Eligible Product at the lower price (meeting the requirements set out above) along with the applicable URL ("**Claim**").
- 9. Claims may only be submitted within fourteen (14) days of the Participant purchasing the relevant Eligible Product (the "**Claim Period**"). Claims received after the close of the Claim Period will not be eligible for a Refund. For the avoidance of doubt, the date of purchase shall count as day one (1).

10. Participants are entitled to Claim a maximum of one (1) Refund per model (as determined by the unique SKU) per order of Eligible Product purchased.
11. Claims will be approved or rejected within 5 Business days. Approved Claims will be refunded within 5 business days of full delivery of the complete order. If the Claim is rejected (for example because the Eligible Product has been returned), the Participant will be notified by email of such rejection.
12. Claims submitted incorrectly, that are incomplete or damaged will be deemed invalid. No responsibility is accepted by Samsung for lost, delayed or damaged data which occurs during any communication or transmission of Claims.
13. Participants will receive the Refund to the original payment method used to purchase the Eligible Product.
14. Samsung reserves the right at its absolute discretion to disqualify Claims which it reasonably considers do not comply with these Offer Terms.
15. Samsung shall have the right, where necessary, to undertake all such action as is reasonable to protect itself against fraudulent or invalid Claims including, without limitation, to require further verification as to proof of purchase, as well as the identity, age and other relevant details of a Participant. Samsung will report any fraudulent activity to the Police.
16. If a Participant returns or cancels the delivery of an Eligible Product before submitting a Claim, the Participant must not make a Claim. If a Participant returns or cancels the delivery of a Eligible Product after submitting a Claim, the Claim will be invalid and the Participant must cancel the Claim immediately by calling 1300 362 603.

Privacy and Data Protection

17. Samsung's use of any personal information submitted by the Participant shall be limited to communications about the Offer and for managing the redemption process. The Participant hereby consents to its personal information being used for this purpose and confirms that it agrees with Samsung's privacy policy available at:
<https://www.samsung.com/au/info/privacy/>.

The Participant may withdraw consent to such use of personal information by writing to Samsung or by using the opt-out process outlined in Samsung's privacy policy.

General

18. Samsung shall not be liable for any interruption to the Offer whether due to force majeure or other factors beyond Samsung's control.
19. Samsung reserves the right, to vary the Terms and Conditions of the Offer or cancel for any reason. For any customer who has purchased prior to any change or cancellation these terms shall still apply.
20. Samsung will not be responsible or liable for: (a) any failure to receive submissions due to transmission failures and other conditions beyond its reasonable control; (b) any late, lost, misrouted, or damaged transmissions or Claims; (c) any computer or communications related malfunctions or failures; (d) any disruptions, losses or damages caused by events beyond the control of Samsung; or (e) any printing or typographical errors in any materials associated with the Offer.

21. Participants will be solely responsible for any and all applicable taxes and any other relevant costs or expenses which are not stated in these Offer Terms as being included.
22. By participating in this Offer, you agree, to the maximum extent permitted by applicable laws, to release and hold Samsung harmless from any and all liability whatsoever for any injuries, losses or damages of any kind arising from participation in or in connection with the Offer, including without limitation, awarding, acceptance, receipt, possession, use and/or misuse of the Refund. The above limitation of liability shall not apply to liability arising from fraud (including fraudulent misrepresentation), death or personal injury caused as a result of Samsung's negligence.
23. The Offer is governed by the law of New South Wales.